



CRIMINAL JUSTICE AGENCY ACCESS AGREEMENT

This Agreement, entered into between the
Alabama Criminal Justice Information Center Commission (Commission),

an agency of the State of Alabama with headquarters at
770 Washington Avenue, Montgomery, Alabama

and the

(User Agency)

with headquarters at _____.

This Agreement is intended for all agencies that access an Alabama Criminal Justice Information Center (ACJIC) information system, whether through a direct network connection, the Internet, or a wireless data provider. This agreement is further intended to reference the rules and procedures for access to all ACJIC information systems regardless of whether the User Agency has full or limited access to the ACJIC information systems. If the User Agency does not perform a specific function, the provisions regarding that function will not apply to that User Agency.

Witnessed that:

Whereas, the Commission is established and authorized to operate a center (ACJIC) and information systems for the purpose of accessing, accumulating, storing, retrieving, analyzing and disseminating criminal justice-related information.

Whereas, the Commission is authorized by law to operate and regulate the Criminal Justice Network (CJN) as an interagency information and data-sharing network for use by the state's criminal justice agencies.

Whereas, the Commission is the central access and control agency (CSA) for state input, retrieval and exchange of criminal justice information to the Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation and the United States Department of Justice for all of its operations including the Interstate Identification Index (III), the National Instant Background Check System (NICS), the National Data Exchange System (N-DEX), Uniform Crime Reporting (UCR), and the National Crime Information Center (NCIC).

Whereas, the Commission is the central access and control agency for state input, retrieval and exchange of criminal justice information in the National Law Enforcement Telecommunications System (NLETS), the network for interstate sharing of criminal justice information for all states and territories within the United States and Canada.

Whereas, the Commission is responsible for the coordination of all Alabama user agencies with CJIS and NLETS.

Whereas, the User Agency requires access to intrastate and interstate criminal justice information systems provided by ACJIC to effectively discharge its public duties.

Whereas, the Commission will facilitate local law enforcement and other criminal justice agencies' requests to participate in the information services through ACJIC information systems, provided the

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User Agency agrees to abide by applicable federal and state laws, administrative codes, and all policies, procedures and regulations of the Commission related to these systems.

Whereas, the Commission retains full control over the management and operation of ACJIC, CJN and all ACJIC information systems, including but not limited to criminal history files, hot files, LETS and AlaCOP.gov.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the Commission and the User Agency do hereby agree as follows:

A. Commission Responsibilities

The Commission, acting through ACJIC, is duly authorized and agrees to ensure access to the ACJIC information services and adhere to the following:

1. Shall operate information systems to maintain Alabama criminal justice information and access CJIS and NLETS data.
2. Act as the central state repository for criminal history information, hot files and uniform crime reporting.
3. Establish rules, regulations, and policies for access and use of information within the ACJIC information systems, and assign User Agency an Originating Agency Identifier (ORI).
4. Shall make available to User Agency all state and federal statutes, and Commission, CJIS and NLETS policy, rules and regulations.
5. Provide the opportunity for certification/re-certification training for accessing and using ACJIC information systems.
6. Provide standards and procedures to ensure the privacy and security of all data maintained within ACJIC information systems.
7. Assist the User Agency with orientation concerning privacy and security requirements imposed by state and federal laws, rules and regulations.
8. Enforce criminal laws relating to misuse of information provided through ACJIC information systems and accessed by User Agency.
9. Conduct periodic audits of User Agency use of ACJIC information systems.
10. Provide a uniform crime reporting system, including procedure for submission, analysis and dissemination, for all law enforcement agencies.
11. Offer assistance and, when practicable, instruction to all criminal justice agencies in establishing efficient systems for information management.
12. Upon request, assist User Agency in criminal investigation matters in accessing crime-related information through CJN.

B. User Agency Responsibilities

The User Agency is duly authorized and agrees to the following:

1. Ensure that use of ACJIC information systems by User Agency is restricted to the administration of criminal justice or as otherwise specifically required or allowed by statute or ACJIC Commission policy.
2. Ensure compliance with all state and federal statutes, and Commission, CJIS and NLETS policy, rules and regulations pertaining to information input and accessed through ACJIC information systems.

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3. Ensure compliance with the CJIS Security Policy, ACJIC Security Policy and NLETS rules, regulations, procedures and security policies, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, Dissemination of Information Obtained from the Systems, and Destruction of Records.
4. Designate an **Agency Information Security Officer (AISO)** who shall have the authority to assign access rights to User Agency personnel, be responsible for agency security of access to ACJIC information systems, maintain User Agency demographic information within ACJIC Master Agency database, liaison with ACJIC, and, if the User Agency is a terminal agency, perform duties of the Terminal Agency Coordinator (TAC), unless a separate TAC has been designated, and any other responsibilities as designated in the ACJIC Policy Manual. The AISO and/or TAC officers will attend a minimum of two (2) ACJIC training classes annually (classes may include attendance at Regional Field Operations meetings and the annual statewide user conference).
5. Ensure that access to ACJIC information systems through the User Agency assigned ORI is restricted only to personnel under the authority and direct control of the User Agency.
6. Provide access to ACJIC information systems to non-terminal agencies within the county of the User Agency as designated by ACJIC.

C. Miscellaneous Provisions

The User Agency further acknowledges the following provisions:

Penalties and Liabilities

Dissemination of criminal history information may subject the User Agency's officers or employees to a fine not to exceed \$10,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Any non-compliance with the terms of the Access Agreement concerning the use and dissemination of information derived from any of the ACJIC information systems may subject the user to penalties ranging from individual sanctions, agency sanctions, and criminal prosecution, which carries up to 5 years in the penitentiary and/or up to \$10,000 fine. Applicable criminal codes include, but are not limited to, the following sections:

- (i) Title 41 Chapt.9 Art.23 (Code of Alabama 1975) - Criminal Record Information
- (ii) Title 13A-8-100ff (Code of Alabama 1975) - Offenses against intellectual property
- (iii) Title 13A-10-82 (Code of Alabama 1975) - Misuse of confidential information
- (iv) Title 36-25-5-8 (Code of Alabama 1975) - Public Officers and employees
- (v) 18 USC §§ 2721 - Drivers Protection Act

Provisions Incorporated

The User Agency shall be bound by applicable federal and state laws, federal regulations and the rules of ACJIC to the same extent that the User Agency would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules.

Modifications

Modifications to the provisions in this Agreement shall be valid only through execution of a formal Agreement amendment.

Termination of Service

ACJIC reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User Agency is violating this Agreement or any pertinent federal or state law, regulation or rule.

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Termination of Agreement

Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes but is not limited to any change in the law that affects either party's ability to substantially perform as originally provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Agreement accordingly.

Accountability

To the extent provided by the laws of Alabama, the User Agency agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through ACJIC information systems.

Acknowledgement

The User Agency hereby acknowledges the duties and responsibilities as set out in this Agreement. The User Agency acknowledges that these duties and responsibilities have been developed by ACJIC and approved by the Commission to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the ACJIC information systems. The User Agency further acknowledges that failure to comply with these duties and responsibilities will subject its access to various sanctions by ACJIC which may include termination of access by the User Agency. The User Agency may appeal these sanctions through the Commission.

Terms of Agreement

This Agreement will remain in force until it is determined by ACJIC that a new agreement is required. The User Agency is bound to this Agreement, no matter whose signature is on the Agreement, provided the signer was the agency head for the User Agency at the time executed. The User Agency should initiate the execution of a new Agreement when a change of agency head occurs.

Costs

The User Agency agrees to pay a monthly service fee as determined by the ACJIC Fee Schedule prescribed by the Commission.

Law Enforcement Agency Access

The User Agency agrees to provide full service to other criminal justice agencies not equipped for direct ACJIC access whether or not those other agencies participate in cost-sharing.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

User Agency

NAME OF USER AGENCY

AGENCY HEAD (PLEASE PRINT) TITLE

AGENCY HEAD SIGNATURE

DATE SIGNED

Commission

Alabama Criminal Justice Information Center Commission

Maury Mitchell

ACJIC DIRECTOR (PLEASE PRINT)

ACJIC DIRECTOR SIGNATURE

DATE SIGNED



Official Agency Contact Designation

NAME OF USER AGENCY

The Chief Executive of the User Agency hereby acknowledges and agrees to designate and maintain the contacts specified in this Agreement. The contacts designated at the signing of this Agreement are as follows:

AGENCY INFORMATION SECURITY OFFICER (AISO)

AGENCY INFORMATION SECURITY OFFICER

TITLE

PHONE

FAX

EMAIL ADDRESS

TERMINAL AGENCY COORDINATOR (TAC)

Note: This designation is optional. If no designation is made, the AISO indicated above shall be responsible for the TAC duties. For larger agencies, a secondary TAC may also be designated.

TERMINAL AGENCY COORDINATOR

TITLE

PHONE

FAX

EMAIL ADDRESS

SECONDARY TERMINAL AGENCY COORDINATOR

TITLE

PHONE

FAX

EMAIL ADDRESS

Approved by:

AGENCY HEAD

DATE

ACJIC USE ONLY

Approved on:

Entered into MADB on: